Spectrotel, Inc. d/b/a OneTouch Communications

d/b/a Touch Base Communications 3535 State Highway 66, Suite 7 Neptune, NJ 07753 Idaho Price List Original Title Page

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

OF

SPECTROTEL, INC.

d/b/a OneTouch Communications

d/b/a Touch Base Communications

This Price List contains the descriptions, regulations, and rates applicable to the provision of local and intrastate interexchange telecommunications services provided by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications with principal offices at 3535 State Highway 66, Suite 7, Neptune, NJ 07753for services furnished within the State of Idaho.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original rate sheet that are in effect on the date shown on each page.

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Title	Original	31	Original		57	Original
1	First Revised *	32	Original		58	Original
2	Original	33	Original		59	Original
3	Original	34	Original		60	Original
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5	Original	36	Original		62	First Revised *
6	Original	37	Original		63	Original
7	Original	38	Original		64	Original
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10	Original	41	Original		67	Original
11	Original	42	Original		68	Original
12	Original	43	First Revised	*		
13	Original	43.1	Original	*		
14	Original	44	First Revised	*		
15	Original	45	First Revised	*		
16	Original	46	First Revised	*		
17	Original	47	First Revised	*		
18	Original	48	Original			
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20	Original	49.1	Original	*		
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22	Original	49.3	Original	*		
23	Original	50	Original			
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25	Original	52	First Revised	*		
26	Original	52.1	Original	*		
27	Original	53	First Revised	*		
28	Original	54	Original			
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^{* -} indicates those pages included with this filing

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

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EXPLANATION OF SYMBOLS

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) Moved from another Price List location.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, hereinafter referred to as the Company, to Customers within the state of Idaho. Spectrotel's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Price List is available for review at the main office of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications at 3535 State Highway 66, Suite 7, Neptune, NJ 07753.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 1 - DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Idaho Public Utilities Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications, the issuer of this Price List.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Price List.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 1 - DEFINITIONS, (CONT'D.)

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from YMax. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

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SECTION 1 - DEFINITIONS, (CONT'D.)

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission originating from points within the State of Idaho, and terminating within a local calling area as defined herein.

The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- **A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **B.** The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- **A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- **B**. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- **D.** Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Price List; or
 - 2. the Customer is using the service in violation of the law.
- **E.** This Price List shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

- **F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- **H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- A. The included Price List language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. The Company recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- **B.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- C. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- **D.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- **E.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

E. (Cont'd.)

- 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth above in Section 2.1.1.A.
- 7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9. Any noncompletion of calls due to network busy conditions;
- 10. Any calls not actually attempted to be completed during any period that service is unavailable;
- 11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- **F.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability, (Cont'd.)

- G. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- **H.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- I. Directory Errors In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- **B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- **D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customerprovided network control signaling equipment.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- **A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- **B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- **C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- **D.** in a quantity greater than that which the Company would normally construct;
- **E.** on an expedited basis;
- **F.** on a temporary basis until permanent facilities are available;
- **G.** involving abnormal costs; or
- **H.** in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- **2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Idaho's regulations, policies, orders, and decisions.
- **2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- **A.** the payment of all applicable charges pursuant to this Price List;
- **B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- **D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described above in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- **G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- **H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- **B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Idaho to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- **B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price lists of the other communications carriers which are applicable to such connections.
- **D.** Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B of this Price List for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- **B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- **C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.2 Deposits

The Company does not require deposits from Customers.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

A. General

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

B. Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer, where permitted by law. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, Idaho Telecommunications Service Assistance Program, and Universal Service. Unless otherwise specified in this Price List, such taxes, fees and surcharges are in addition to rates as quoted in this Price List and will be itemized separately on Customer invoices.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- **A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- **B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.
- **F.** The Customer will be assessed a charge of twenty dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- **G.** If service is disconnected by the Company in accordance with Section 2.7 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within a reasonable period of time after receipt of billing for those services and in accordance with Idaho law. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- **B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Idaho Public Utilities Commission, 472 West Washington, P.O. Box 83720, Boise ID 83720-0074; 208-334-0300 or 1-800-432-0369.
- **C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Discontinuance of Service

- **2.7.1** Service may be disconnected after seven (7) days written notice for any of the following reasons:
 - **A.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
 - **B.** The Customer failed to make a security deposit or obtain a guarantee when one is required.
 - **C.** The Customer failed to abide by the terms of a payment arrangement.
 - **D.** The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
 - **E.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
 - **F.** The Customer is using service(s) for which the Customer did not apply.
- **2.7.2** At least 24 hours before actual termination, the Company will attempt to contact the Customer affected to apprize the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Discontinuance of Service

- **2.7.3** Service may be disconnected without notice and without incurring any liability for any of the following reasons:
 - **A.** A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
 - **B.** The company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
 - C. In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
 - **D.** The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
 - **E.** The Customer has misrepresented the Customer's identify for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the Company and has an outstanding bill exceeding \$100.
 - **F.** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
 - G. Upon the Company's discontinuance of service to the Customer under Section 2.7.1 or 2.7.2., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation of Application for Service

- **2.8.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.8.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.8.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **2.8.4** The special charges described in 2.8.1 through 2.8.3 will be calculated and applied on a case-by-case basis.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Price List by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.10.1 for the part of the service that the interruption affects.

2.10.1 General

A. Service Outage

A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a cross-talk, static or other transmission problem, the Company will respond to a Customer's report of such a "service outage" in accordance with IDAPA 31.41.01 Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of Rule 503.

B. Receipt and Recording of Reports

The Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company will maintain an accurate record of trouble reports made by its Customers. This record will include accurate identification of the Customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record will be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.

C. Repair Commitments

Commitments to the Customer for repair service will be set in accordance with Rule 503. The Company will make every reasonable attempt to fulfill repair commitments to its Customers. Customers will be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve the Company of the credited provisions in Rule 503.01, unless the Customer fails to keep an appointment the Customer agreed to when the original commitment was made

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont'd.)

D. Restoration of Service

When the Company providing local exchange is informed by a Customer of a local exchange service outage, the Company will:

- .1 restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer, or
- .2 restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, which ever is sooner. If the Company does not restore service within the times required by this subsection, the Company will credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont'd.)

E. Extenuating Circumstances

Following disruption of local exchange service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety on an employee would be jeopardized, the Company is not required to provide the credit referred to in Subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the Customer's own equipment or inside wire, the Company is not required to provide to that Customer the credit referred to in Subsection 503.01.

F. Compliance Standard

Each month at least ninety percent (90%) of out-of-service trouble reports will be cleared in accordance with Subsection 503.01 and 503.02. The Company will keep a monthly service record as described in Subsection 502.01 and will notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.6.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- **A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- **C.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Cancellation of Service by Customer

The Customer must provide the Company at least thirty (30) days notice to cancel service. service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- **2.13.1** to any subsidiary, parent company or affiliate of the Company; or
- **2.13.2** pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.13.3** pursuant to any financing, merger or reorganization of the Company.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Price List.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- **D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Use of Customer's Service by Others

2.15.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Notices and Communications

- **2.16.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.16.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- **2.16.4** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.16.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

- Qwest Corporation dba CenturyLink QC
 - Northern Idaho
 - Southern Idaho
- Frontier

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

4.1.2 Rates

A. CenturyLink Territory

New Installation Charge, per line:	420.00
Initial Line:	\$30.00
Additional Line, each:	\$30.00
Change Charges, per order	
Change number or class of service:	\$25.50
Change grade or type of service:	\$13.50

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В.	Frontier Territ	APT
D.	rionuei ieniu	vi v

New Installation Charge, per line: Initial Line:	\$50.00	
initial Line:	\$50.00	ļ
Additional Line, each:	\$50.00	l I
Change Charges, per order		i
Change number or class of service:	\$15.00	
Change grade or type of service:	\$15.00	(N)

Certain material previously found on this page is now located on Page 43.1.



(N)

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2	Restoral Charge	(M)
	A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment, but before cancellation of the service.	
	Restoration, per account: \$20.00	 (M)
4.3	Premises Visit Charge	(M) (M)
	Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.	
	Premises Visit Charge, Per Visit \$95.00	ļ ļ
	Premises Work Charge Initial 30 minutes or fraction thereof \$95.00 Each additional 15 minutes or fraction \$45.00	 (M)
4.4	Service Disconnect Fee	(N)
	A Service Disconnect Fee applies when the Company or the Customer disconnects service. This Service Disconnect Fee applies to all services.	
	Per Order Charge \$ 7.50 Per Line Charge \$17.00	 (N)

Certain material now found on this page was previously located on Page 43.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Carrier Presubscription

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4.5.1 General

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Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.5.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company or no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Carrier Presubscription, (Cont'd.)

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4.5.3 Rules and Regulations

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Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.5.5 below:

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4.5.4 Presubscription Procedures

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A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Carrier Presubscription, (Cont'd.)

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4.5.5 Presubscription Charges

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A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.5.4 above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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B. Nonrecurring Charges

Per line

Electronic Request	\$1.25
Manual Request	\$5.50

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.6 Public Telephone Surcharge

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In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.54

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 5 – BASIC SERVICES AND RATES

5.1 Basic Local Exchange Service

5.1.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- 1. receive calls from other stations on the public switched telephone network;
- 2. access the Company's Local Calling Services and other Services as set forth in this Price List;
- 3. access interexchange calling services of the Company and of other carriers;
- 4. access (at no additional charge) to the Company 's operators and business office for service related assistance;
- 5. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- 6. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Basic Local Exchange Service is comprised of exchange access lines defined as follows:

5.1.2 Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 Basic Local Exchange Service, (Cont'd.)

5.1.3 Residential Local Exchange Service

Residential Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Residential Service is offered on a flat rate basis. Under the standard flat rate offering, the Customer pays a flat monthly rate, which includes unlimited local calling within the local calling area. Calling features are available upon request at the rates set forth in Section 6 of the Price List. Long distance and intraLATA toll usage will be billed at per-minute rates, as found in Section 7 of this Price List.

A. Rates and Charges

1. Flat Rate Service

Flat Charge for Network Access Line and unlimited local calling within the local calling area.

	Per Month, Per Line
Rate Group 1:	\$17.00
Rate Group 1A:	\$17.00
Rate Group 2:	\$21.95

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 Basic Local Exchange Service, (Cont'd.)

5.1.4 Business Local Exchange Service

A. Description

Business Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

There are two service options:

1. Flat Rate Service

Under this service offering, the Customer pays a flat monthly rate, which includes unlimited local calling. Calling features are available at the rates set forth in Section 6 of this Price List.

	Zone 1	Zone 2
Monthly Recurring Charge	\$29.00	\$47.00

2. Measured Service

Under this service offering the Customer pays a Network Access Line Charge, plus per minute usage rates for local calls. Calling features are available at the rates set forth in Section 6 of this Price List. Long distance and intraLATA toll usage will be billed at the applicable per-minute rates.

Monthly Recurring Charge	Zone 1 \$27.00	Zone 2 \$45.00
Per Minute Usage Charges		
Initial Minute	\$0.059	\$0.059
Each Additional Minute	\$0.029	\$0.029

(N)

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 Basic Local Exchange Service, (Cont'd.)

5.1.5 Business Prime Feature Pack

The Business Prime Feature Pack is available in the Frontier Exchanges only and includes unlimited local calls. Includes Touch Tone and up to three of the following customer-selected features:

Caller ID with Name and Number Anonymous Call Rejection Call Forward Variable Call Transfer 3-Way Calling Hunting Remote Access to Call Forwarding Ringmaster / Distinctive Ring

Monthly Recurring Charge Superscript State Superscript Superscript

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 5 – BASIC SERVICES AND RATES, (CONT'D.)

5.1 Basic Local Exchange Service, (Cont'd.)

5.1.6 Business Plus Feature Pack

The Business Plus Feature Pack is available in the Frontier exchanges only and includes unlimited local calls. Includes Touch Tone and any combination of the following customer-selected features:

Caller ID with Name and Number Anonymous Call Rejection Call Forward Variable Call Transfer 3-Way Calling Hunting Remote Access to Call Forwarding Ringmaster / Distinctive Ring

Monthly Recurring Charge $\frac{\text{Zone 1}}{\$57.00}$ $\frac{\text{Zone 2}}{\$77.00}$

Effective: October 16, 2014

LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Custom Calling Features

6.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.2 Description of Features

Anonymous Call Rejection – Allows Customer to automatically reject calls that have been marked as anonymous.

Call Blocker – Allows Customer to block calls from preselected telephone numbers.

Call Forwarding - Automatically routes incoming calls to a predetermined telephone number

Call Return - Automatically redials the last incoming call.

Call Trace - Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

Call Waiting - Signals the Customer with a burst of tone to indicate that another call is waiting.

Call Waiting ID – Allows Customer to identify the name and number of an incoming caller when the customer is already speaking and another call is received.

Caller ID - Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.

Personalized Ring – Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, (Cont'd.)

6.1.2 Description of Features, (Cont'd.)

Priority Call – Provides Customer with a distinctive ring when Customer is called from preselected telephone numbers.

Remote Access to Call Forwarding - Allows for the Customer to automatically forward all incoming calls to another telephone number.

Repeat Dialing - Automatically redials a busy number for up to 30 minutes until line is available.

Speed Calling 8 - Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30 - Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Three–Way Calling - Allows the Customer to add a third party to an existing conversation.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 **Custom Calling Features, (Cont'd.)**

Rates and Charges 6.1.3

The following features are available to Customers on a monthly basis. Customers are A. allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

1. CenturyLink Territory

Call Blocker

Call Return

Caller ID

Call Waiting

Priority Call

Repeat Dialing

Speed Calling 8

Speed Calling 30

Three-Way Calling

Call Forwarding

Monthly Recurring Charge **Custom Calling Feature** Anonymous Call Rejection \$ 6.00 \$ 1.00 \$ 1.10 Call Forwarding Busy Line \$ 1.85 Call Forwarding Don't Answer \$ 1.10 Call Forwarding Busy Line/Don't Answer \$ 1.35 Selective Call Forwarding \$ 5.50 \$ 5.50 \$ 8.00 \$ 9.00 Caller ID with Name and Number \$10.00 Personalized Ring – 1 number \$ 5.25 Personalized Ring – 2 number \$ 3.50 Personalized Ring – 3 number \$ 3.50 \$ 5.00 Remote Access to Call Forwarding \$ 6.00 \$ 4.50 \$ 4.50 \$ 5.50

\$ 5.50

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, (Cont'd.)

6.1.3 Rates and Charges

A. (Cont'd.)

2.	Frontier Territory		(N)
	·	Monthly Recurring	Ì
		Charge	- 1
	Custom Calling Feature		
	Anonymous Call Rejection	N/C	
	Call Forward Variable	\$ 7.30	
	Call Forward Busy	\$ 1.90	
	Call Forward No Answer	\$ 1.90	- 1
	Call Waiting	\$10.50	- 1
	Call Waiting ID	N/C	- 1
	Caller ID with Name and Number	\$17.30	
	Distinctive Ring / Ringmaster	\$10.90	- 1
	Hunting Per Line	\$ 1.30	- 1
	Speed Dial 8	\$ 4.80	
	Speed Dial 30	\$ 7.30	
	3-Way Calling	\$ 8.00	- 1
	Call Return	\$ 8.70	- 1
	Repeat Dial	\$ 8.70	(N)

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.1 Custom Calling Features, (Cont'd.)

6.1.3 Rates and Charges, (Cont'd.)

B. The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

1. CenturyLink Territory (T)

Custom Calling Feature	Rate Per Use
Call Return	\$0.95
Repeat Dialing	\$0.95
Three Way Calling	\$0.95
Call Trace	\$1.00

2. Frontier Territory

Custom Calling Feature	Rate Per Use	
Call Return	\$1.50	
Repeat Dialing	\$1.50	
Three Way Calling	\$1.50	
Call Trace	\$6.00	(N)

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Operator Services

6.2.1 General

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Operator Services, (Cont'd.)

6.2.2 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- **A.** The operator verifies that the line is busy with a call in progress, or
- **B.** The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.2 Operator Services, (Cont'd.)

6.2.3 Rates

A. Local and IntraLATA Operator Service Rates

1. Usage Charges

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 5 of this Price List.

2. Per Call Service Charges

	<u>Per Call</u>
Calling Card (automated)	\$0.56
Calling Card (semi-automated)	\$0.95
Operator Assisted Station-to-Station	\$1.30
Operator Assisted Person-to-Person	\$3.50

B Busy Line Verification and Line Interrupt Service Rates

	Per Request
Busy Line Verification	\$1.50
Busy Line Interrupt	\$3.00

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Listing Service

6.3.1 General Terms and Conditions

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- **B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- **D.** In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only residential listings may be placed in the Residential section. The Company, upon notification to the customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- **E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Listing Service, (Cont'd.)

6.3.1 General Terms and Conditions (Cont'd.)

- **F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- **G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- **H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- **I.** Listing services are available with all classes of main telephone exchange service.

6.3.2 Listings

A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

B. Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Listing Service, (Cont'd.)

6.3.2 Listings, (Cont'd.)

C. Nondirectory Listed Service

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Listing Service, (Cont'd.)

6.3.2 Listings, (Cont'd.)

D. Nonpublished Service

Nonpublished service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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SECTION 6 – SUPPLEMENTAL SERVICES, (CONT'D.)

6.3 Directory Listing Service, (Cont'd.)

6.3.3 Rates

A.	CenturyLink Territory	

1. Monthly Recurring Charges

Additional Listing, per listing:	\$3.00
Non-Published, per line	\$2.50
Non-Listed Service, per listing:	\$2.00

2. Nonrecurring Charges

Additional Listing, per listing:	N/C
Non-Published, per line	\$25.00
Non-Listed Service, per listing:	\$25.00

B. Frontier Territory

Additional Listing, per listing:	\$4.00
Non-Published, per line	\$5.50
Non-Listed Service, per listing:	\$3.60

2. Nonrecurring Charges

Additional Listing, per listing:	N/C
Non-Published, per line	\$15.00
Non-Listed Service, per listing:	\$15.00

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 7 – LONG DISTANCE SERVICES AND RATES

7.1 Outbound Services

7.1.1 IntraLATA Switched Service

IntraLATA Switched Service is an outbound calling plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Residential - Per Minute Rate: \$0.15 Business - Per Minute Rate: \$0.15

7.1.2 InterLATA Toll Service

InterLATA Toll Service is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

Residential - Per Minute Rate: \$0.15 Business - Per Minute Rate: \$0.15 Spectrotel, Inc.

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 7 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

7.2 Toll Free Services

7.2.1 Switched Toll Free Service

Switched Toll Free Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. A Monthly Recurring Charge applies in addition to usage rates.

Per Minute Rate: \$0.15 Monthly Recurring Charge: \$10.00

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LOCAL AND INTEREXCHANGE SERVICES PRICE LIST

SECTION 7 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

7.3 Calling Card Service

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

Per Minute Rate: \$0.12

Set Up Charge: \$1.99

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 8 – SPECIAL ARRANGEMENTS

8.1 Special Construction

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- **A.** nonrecurring charges;
- **B.** recurring charges;
- **C.** termination liabilities; or
- **D.** combinations of A., B., and C.

8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- **A.** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - **1.** equipment and materials provided or used;
 - **2.** engineering, labor, and supervision;
 - **3.** transportation; and
 - **4.** rights of way and/or any required easements.
- **B.** Cost of maintenance.
- **C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- **D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- **E.** License preparation, processing, and related fees.
- **F.** Tariff preparation, processing and related fees.
- **G.** Any other identifiable costs related to the facilities provided; or
- **H.** An amount for return and contingencies.

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)

8.1 Special Construction, (Cont'd.)

8.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- **A.** The period on which the termination liability is based is the estimated service life of the facilities provided.
- **B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 8 – SPECIAL ARRANGEMENTS, (CONT'D.)

8.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

8.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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LOCAL AND INTEREXCHANGE SERVICES TARIFF

SECTION 9 – PROMOTIONAL OFFERINGS

9.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

9.2 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month.